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UNITED STATES DISTRICT COURT

for the

District of Massachusetts

Jonathan M. Roberts,

Plaintiff,

V.

Equifax, Inc.,

Defendant

No.:

JURY TRIAL DEMANDED

Plaintiff, Jonathan M. Roberts (hereafter, "Plaintiff"), individually brings forth in this complaint (hereafter, "Complaint") against Equifax, Inc. (hereafter, "Defendant") and alleges as follows:

INTRODUCTION

1. Plaintiff in this matter brought a separate lawsuit against Equifax, Inc. in February, 2023. In mid-July, both parties in that lawsuit agreed to finalize negotiations outside of the Federal Court System where a meet and greet with Senior Leaders would be possible. The causes of action in this lawsuit are related to the additional negotiations and bargaining that both parties actively participated in after the dismissal of the lawsuit.

2. The above agreement was memorialized on August 2, 2023, and the case was subsequently dismissed on that day. All terms had been met by Plaintiff at this time. No terms had been met by Defendant.

3. Defendant was to provide plaintiff with a fully capitalized corporation as well as restitution in return for dismissing a claim against a

related bank, dismissal of the action against Equifax, Inc., NDA and destruction of evidence. There was to be no delay in consideration by Defendant.

4. The corporation to be transferred to Plaintiff is Eighteen Forty-Seven Holdings, LLC (EFSH – New York Stock Exchange), (Hereafter, “EFSH”).

5. The total settlement capitalization amount agreed to is \$352,000,000.

6. EFSH CEO, Ellery Roberts, is an alias for Plaintiff, Jonathan Roberts. The purpose for which an alias was used is unknown other than to prevent Plaintiff from operating the company.

7. The IPO for EFSH was scheduled for August 11, 2023. This date was changed to August 16, 2023. The company did go public.

8. Execution of the asset transfer and signing of settlement documents were then scheduled for September 12, 2023 and shareholder warrants were to be executed on September 16, 2023. Execution of shareholder warrants, the papering of this agreement and transfer of assets was delayed by Defendant to October 11, 2023, again to January 15, 2024, again to February 1, 2024, and again to March 30, 2024.

9. During the time period of delay, Defendant engaged in unconscionable tactics resulting in a grave inequality of bargaining power to delay the full execution of this settlement agreement until the statute of limitations expired on all causes of action brought in the February, 2023 lawsuit. These acts caused Plaintiff severe intentional infliction of emotional distress, loss of consortium, broken business relationships, embarrassment and lost revenue to Plaintiff and EFSH (Hereafter, “Acts” or “The Acts”).

10. On March 29, 2024, Plaintiff and Defendant determined that execution of the agreement outside of a formal proceeding was no longer possible due to unforeseen circumstances surrounding the acts.

11. Further review of EFSH corporate information revealed \$8,300,000 in expenses this year. As the CEO of EFSH, Plaintiff assures the Court EFSH is

not operational yet. Plaintiff believes this money likely financed the acts causing greater loss to Plaintiff.

PARTIES

B. Plaintiff: Jonathan M Roberts
284 Pasco Rd
Indian Orchard, MA 01151

A. Defendant: Equifax, Inc.
1550 Peachtree Street N.W.
Atlanta, Georgia 30309

12. Plaintiff, Jonathan M Roberts, 40, resides in Massachusetts and has so for the entire length of the allegations set forth in this action. He is a citizen of Massachusetts.

13. Defendant, Equifax, Inc. is incorporated in Georgia with its headquarters and principal place of business located at 1550 Peachtree St, N.W., Atlanta, Georgia 30309. It is a citizen of Georgia.

JURISDICTION AND VENUE

The proper venue and jurisdiction is Massachusetts District Court – Springfield.

CAUSES OF ACTION

COUNT 1 - Unjust Enrichment

The acts meet all elements required under *Freeman Industries v. Eastman Chemical Co.*, 172 S.W.3d 512 (Tenn. 2005).

Under Massachusetts law, a plaintiff may recover for unjust enrichment upon a showing that 1) she conferred a benefit upon the defendant, 2) the defendant accepted that benefit and 3) the defendant's retention of the benefit would be inequitable without payment for its value. *Mass. Eye & Ear Infirmary v. QLT Phototherapeutics, Inc.*, 552 F.3d 47, 57 (1st Cir. 2009) ["QLTII"].

COUNT 2 – Gross Negligence

The acts pass a legal sufficiency standard as defined in *Transp. Ins. Co. v. Moriel*, 879 S.W.2d 10, 23 (Tex. 1994)

Under *Transportation Insurance Co. v. Moriel*, gross negligence involves two components: (1) viewed objectively from the actor's standpoint, the act or omission complained of must involve an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and (2) the actor must have actual, subjective awareness of the risk involved, but nevertheless proceed in conscious indifference to the rights, safety, or welfare of others.

COUNT 3 – Anticipatory Breach of Contract/Breach of Contract

The acts pass a legal sufficiency standard as defined in *Taylor v. Johnston*, 15 Cal.3d 130, 123 Cal. Rptr. 641, 539 P.2d 425 (Cal. 1975)

COUNT 4 – Fraud

The acts pass a legal sufficiency standard as defined in *Myers Chapman, Inc. v. Thomas G. Evans, Inc.*, 323 N.C. 559, 374 S.E.2d 385 (N.C. 1988)

PRAYER

1. Plaintiff asks the Jury to issue a ruling in favor of Plaintiff and against Defendant on all counts.
2. Defendant reimburses Plaintiff for all material actual damages.
 - a. $(\$352,000,000 + \$8,300,000 = \$360,300,000)$.
3. Defendant to pay Statutory damages to Plaintiff as determined by Jury.
4. Defendant to pay Punitive damages to Plaintiff as determined by Jury.
5. The alias used on EFSH should be changed to Plaintiff's proper name.
6. All corporate documents to EFSH should be turned over to Plaintiff so Plaintiff is able to operate the corporation.

Dated: April 21, 2024

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Jonathan M. Roberts', with a long horizontal flourish extending to the right.

Jonathan M. Roberts, PharmD.

Pro Se Litigant
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